

**EXECUTIVE SECRETARY
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered as of this 30th day of June 2005, by and between the **TOWN OF HANSON**, a municipal corporation (hereinafter referred to as the "Board of Selectmen") and **MICHAEL W. FINGLAS SR.**, an individual (hereinafter referred to as the "Executive Secretary").

WITNESSETH:

WHEREAS, the **Board of Selectmen** desires to employ the services of the **Executive Secretary** as provided by Town By-Laws and Massachusetts General Law; and

WHEREAS, it is the desire of the **Board of Selectmen**, to provide certain benefits, establish certain conditions of employment, and to set working conditions of the **Executive Secretary**, and

WHEREAS it is the desire of the **Board of Selectmen** (1) to secure and retain the services of the **Executive Secretary**, and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the **Executive Secretary's** morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on behalf of the **Executive Secretary**, and (4) to provide a just means for terminating the **Executive Secretary's** services at such time as he may be unable to fully discharge his duties or when the **Board of Selectmen** may desire to otherwise terminate his employment; and

WHEREAS, the **Executive Secretary** desires to accept employment as the **Executive Secretary** in the Town of Hanson.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties mutually agree as follows:

SECTION 1. *DUTIES*

Town hereby agrees to employ the **Executive Secretary** to perform the functions and duties specified in the Town By-Laws and to perform such other legally permissible and proper duties and functions as outlined in the **Executive Secretary's** job description, and as the **Board of Selectmen** shall from time to time assign.

SECTION 2. *TERM*

- A.** The **Board of Selectmen** hereby agrees to employ the **Executive Secretary** for a **Twelve (12) month** term commencing on July 1, 2005 and ending June 30, 2006.

- B.** The **Board of Selectmen** anticipates changing the present position of Executive Secretary to one of a Town Administrator during the term of this contract as further addressed in Section 14. In the event that Town Meeting does not vote to accept a Town Administrator article by the end May 2006, then the Term of this contract will be automatically extended to June 30, 2007.

- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the **Executive Secretary** to resign at any time from his position, subject only to the provision set forth in Section 3, Paragraph D of this agreement.
- D. This contract shall continue in full force and effect from its expiration date until a new contract has been mutually agreed upon or until one of the parties has notified the other of its intent NOT to renew the contract. This provision acts as a bridge between negotiated contracts and does not apply in the event of the exercise of any of the termination provisions of Section 3.

SECTION 3. TERMINATION AND SEVERANCE PAY

- A. The **Executive Secretary** may be terminated and this Agreement deemed null and void by a majority vote by three (3) members of the **Board of Selectmen** voting in favor of termination.
- B. In the event the **Executive Secretary** is terminated and this Agreement is deemed null and void by the **Board of Selectmen** during such time that the **Executive Secretary**, is willing and able to perform the duties of the **Executive Secretary**, the **Board of Selectmen** agrees to pay the **Executive Secretary** a cash payment equal to **three (3) month's** aggregate salary as severance pay, unless such severance shall have been found to be for just cause. In addition, the **Board of Selectmen** agrees to pay the **Executive Secretary** for unused vacation on a pro-rated basis.
- C. The **Board of Selectmen** shall provide the **Executive Secretary** with **thirty (30) days** notice upon termination and declaration that this Agreement is null and void. In the event the **Executive Secretary** is terminated because of conviction of a felony or any illegal act involving personal gain, the **Board of Selectmen** shall have no obligation to pay the aggregate severance and sum designated in Paragraph B and shall have the right to terminate this Agreement immediately upon a majority vote of the **Board of Selectmen**, notwithstanding other provisions of this paragraph.
- D. In the event the **Executive Secretary** voluntarily resigns his position with the Town, the **Executive Secretary** shall give the **Board of Selectmen thirty (30) days** notice, unless a shorter notice is approved by the **Board of Selectmen**. In the event the **Executive Secretary** terminates his employment, he shall not be entitled to severance referenced in Paragraph 3B above.

SECTION 4. SALARY

The **Board of Selectmen** agrees to pay **Executive Secretary** the amount of **Seventy One Thousand One Hundred Thirty Eight (\$71,138.00) Dollars** per annum for the period beginning **July 1, 2005** and ending **June 30, 2006**, subject to funding by the **May 2005** Annual Town Meeting. Said salary shall be payable in installments in the same manner as all other employees of the Town. The **Executive Secretary's** annual salary shall include any and all expenses that the **Executive Secretary** may incur in and be incidental to the performance of his duties except as outlined in Sections 7 and 8 below. The **Executive Secretary's** annual salary shall be subject to Town Meeting approval.

In addition, the **Board of Selectmen** agrees to increase additional benefits in such amounts and to such extent as granted other non-union Town employees for the purpose of general benefit adjustments.

SECTION 5. PERFORMANCE REVIEW

The **Executive Secretary** and the **Board of Selectmen** shall meet annually for the purpose of reviewing the **Executive Secretary**'s performance of his duties and responsibilities.

Results of said review, including deficiencies in any area(s) of performance or additional salary increase (if the **Board of Selectmen** determines applicable and warranted) shall be reduced to writing and provided to the **Executive Secretary** at said review.

Said performance review shall be conducted utilizing a Performance Review Evaluation Tool as may be adopted and/or revised by the **Board of Selectmen** for all Town Department Heads under the supervision of the **Board of Selectmen**.

The **Town** agrees that the **Executive Secretary** shall be allowed reasonable access to available resources in order to correct any deficiencies in a timely manner, such as the ability to attend training and educational courses.

SECTION 6. HOURS OF WORK

It is recognized that the **Executive Secretary** must devote a great deal of time outside normal office hours to perform the business of the Town, and to that end, the **Executive Secretary** will be allowed to take reasonable time off as he shall deem appropriate during normal office hours. This privilege is not intended to be used as compensatory time. It is expected that the **Executive Secretary's** normal work week will consist of forty (40) hours.

SECTION 7. DUES AND SUBSCRIPTIONS

The **Board of Selectmen** agrees to budget and to pay the professional dues and subscriptions of the **Executive Secretary** as in its discretion it deems necessary for his continuation and full participation in national, regional, state and local associations and organizations which may be necessary and desirable for his continued professional participation and growth as it relates to his duties and responsibilities as **Executive Secretary**.

SECTION 8. PROFESSIONAL DEVELOPMENT

The **Board of Selectmen** hereby agree to budget and to pay the tuition costs of the **Executive Secretary** related to participation in mutually agreed upon continuing education including courses, seminars and programs which may be necessary to his professional development and the performance of his duties as **Executive Secretary**.

SECTION 9. VACATION AND SICK LEAVE

A. The Board of Selectmen recognizes the special nature of the **Executive Secretary's** employment and that his appointment was based on experience gained in other jurisdictions. Therefore, beginning commencement of employment, the **Executive Secretary** shall be granted twenty (20) days vacation leave, through the expiration of the contract, with prior approval of the Board of Selectmen, which will not be unreasonably withheld. The Executive Secretary shall be entitled to a maximum of ten (10) days carry-over vacation time into any subsequent contract period.

B. The **Executive Secretary** shall be granted unlimited sick leave with reasonable supporting evidence of infirmity. However, in the event such leave substantially interferes with his duties and responsibilities, the **Board of Selectmen** shall be entitled to exercise all of its rights under Section 3 of this Agreement.

C. The **Executive Secretary** shall be granted three (3) personal days annually, with no accumulation.

SECTION 10. BEREAVEMENT

The **Executive Secretary** shall be granted leave without loss of pay in the event of a death in his immediate family to include father, mother, brother, sister, wife, husband, child, grandparents, in-laws, and relatives residing with the employee's household. Such leave shall not exceed three (3) scheduled days.

SECTION 11. MILEAGE FOR PERSONAL VEHICLE

The **Executive Secretary** shall be reimbursed for mileage for the business use made of his personal motor vehicle based upon the IRS rate of thirty-six and one-half cents (\$0.365) per mile.

SECTION 12. RETIREMENT, HEALTH INSURANCE

A. The **Executive Secretary** shall be entitled to be enrolled in the Plymouth County Retirement Plan, the cost of which is borne jointly by the Town and the **Executive Secretary**.

B. The **Executive Secretary** shall be entitled to enroll in one of the health insurance programs offered by the Town. The Town shall pay a portion of his health insurance premium, which is dictated by the health insurance program of his choice.

SECTION 13. *LEGAL REPRESENTATION*

The Town shall defend, save harmless and indemnify the **Executive Secretary** against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as **Executive Secretary**, even if said claim has been made following his termination from employment, provided that the **Executive Secretary** acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon provided that such settlement or judgment shall not have been found to be caused by a dishonest, fraudulent, criminal or malicious act or omission committed by or at the direction of the **Executive Secretary**. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the **Executive Secretary**.

The Town shall reimburse the **Executive Secretary** for any reasonable attorneys' fees and costs incurred by the **Executive Secretary** in connection with such claims or suits involving the **Executive Secretary** in his professional capacity while acting within the scope of his employment. Outside counsel may be employed only after consultation and approval by the Board of Selectmen.

This section shall survive the termination of this Agreement.

SECTION 14. *OTHER TERMS AND CONDITIONS OF EMPLOYMENT*

The **Board of Selectmen** shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the **Executive Secretary**, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town By-Laws, or any other law with the approval of the **Executive Secretary**.

The **Board of Selectmen** anticipates changing the present position of Executive Secretary to one of a Town Administrator in the near future. In the event the Town votes to appoint a Town Administrator during the term of this contract, the **Town** agrees to encourage the **Executive Secretary, Michael W. Finglas**, to apply for said position and to give him strong consideration.

SECTION 15. *GENERAL PROVISIONS*

A. This agreement incorporates all of the discussion and negotiations between the **Board of Selectmen** and the **Executive Secretary**, either express or implied, concerning the matters herein. No such discussions or negotiations shall limit, modify, or otherwise affect the provisions hereof. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless executed in writing by the parties hereto.

B. If any section of this Agreement shall be held invalid by operation of a law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such sections to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

C. In the event that any section is held invalid or enforcement of or compliance with which has been restrained, as set forth in Paragraph B, the parties affected thereby shall enter into immediate negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement, if any, for such section during the period of invalidity or restraint.

D. The parties warrant and represent:

- (1) that they have read and understand all of the terms and conditions of this Agreement
- (2) intend to be bound by the terms of this agreement
- (3) are executing this agreement freely and voluntarily.

In witness whereof, this agreement has been executed as of this 30th day of June 2005.

By the Town of Hanson

Mark E. Gallivan, Chairman

Michael W. Finglas, Sr.

Jesse B. McSweeney

Christopher Colclough

James Egan

Rebecca Coletta